





1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
OCHSNER MEDICAL CENTER – KENNER, LLC
FOR
OCCUPATIONAL HEALTH SERVICES

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Occupational Health Services with Ochsner Medical Center – Kenner, LLC at the April 13, 2021 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services **Agreement** for Occupational Health Services.

This **Agreement** is made and entered into on this day of April, 2021 between **St. John** the Baptist Parish Council, (hereinafter referred to as "PARISH"), represented by Jaclyn Hotard, Parish President, and Ochsner Medical Center – Kenner, LLC., 1900 W Airline Hwy, LaPlace, LA 70068, (985) 240-4452 (hereinafter referred to as "CONTRACTOR") represented by Stephen E. Robinson, Jr., do hereby enter into this "Agreement" under the following terms and conditions.

#### SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this **Agreement** ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference.

#### **TERM OF AGREEMENT**

This Agreement shall begin on May 1, 2021 and terminate three (3) years thereafter on May 1, 2024.

## **AMENDMENT**

This **Agreement** may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

#### **EXTENSION**

The term of this **Agreement** may be extended one (1) additional time for two (2) year by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

#### **PAYMENT TERMS**

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B**: **Pricing Schedule**.

All payments must be approved by the **Director of Human Resources**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to her and all approval and administration of this **Agreement** shall be through her.

#### FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **PARISH** or any other state or federal funding source. If the **PARISH** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the Parish President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **INSURANCE**

**CONTRACTOR** shall meet or exceed the **PARISH**'s Insurance Requirements as listed in **Exhibit C**: **Insurance Requirements.** 

#### MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **CONTRACTOR** shall submit a monthly summary of activities in accordance with Exhibit B: Price Schedule.

#### **TAXES**

**CONTRACTOR** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **CONTRACTOR**'s obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

#### **TERMINATION FOR CAUSE**

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR**'s failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **CONTRACTOR**, and **PARISH** may withhold any payments to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.

## **TERMINATION FOR CONVENIENCE**

**PARISH** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this **Agreement**. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which contract fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this **Agreement**.

#### **NON-ASSIGNABILITY**

**CONTRACTOR** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

## **AUDITORS**

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this **Agreement**.

#### INDEMNITY

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

#### **GENERAL CONDITIONS**

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **AGREEMENT** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **CONTRACTOR** is entering into this **Agreement** in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this **Agreement**, the **CONTRACTOR** shall be acting in the capacity of independent **CONTRACTOR**s and not as employees of St. John the Baptist Parish.

The **PARISH** shall not be obliged to any person, **CONTRACTOR** or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

#### SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trail and appropriate Appellate courts.

#### NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days' notice of such change.

If to Parish:	If to CONTRACTOR:	
ATTN: Jaclyn Hotard	Ochsner Medical Center – Kenner, LLC.	
St. John the Baptist Parish	Attn: Stephen E. Robinson, Jr.	
1801 W. Airline Hwy.	1900 W Airline Hwy	
LaPlace, Louisiana 70068	LaPlace, LA 70068	

#### **DISCRIMINATION CLAUSE**

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**THUS DONE AND SIGNED AT** LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:  SIGNATURE	PARISH: ST. JOHN THE BAPTIST PARISH  By: Jaclyn Hotard  Parish President
Desharda Firmin PRINT NAME	
WITNESS:	CONTRACTOR: OCHSNER MEDICAL CENTER – KENNER, LLC
SIGNATURE	By: Stephen E. Robinson, Jr. Chief Executive Officer

# Exhibit A Statement of Work

## Requirements

- 1. Occupational Injury/Workers' Compensation Case Management
  - a. Case coordination and case management for work-related injured/ill employees of the **PARISH**. Services must be requested by the **PARISH**. The case management system must be designed so that the injured/ill employee is closely monitored, and medical care is coordinated, in conjunction with the **PARISH**'s Workers' Compensation coordinator, from the time of injury until the case is closed.
- 2. Post-Offer/Pre-Employment Physical Examination to candidates offered employment
  - a. Evaluation by a medical professional to determine if an individual is physically and/or mentally able to perform the essential functions of their desired position and in accordance with the physical requirements and working conditions, as defined in the job description provided by the PARISH
  - b. Pre-employment physicals for prospective firefighters in accordance with Firefighters Retirement System of Louisiana's requirements
  - c. Results communicated back to the **PARISH** within 3-4 business days (unless otherwise noted)
- 3. Job-related Physical Examinations, Testing and Screening (non-DOT and DOT as applicable)
  - a. Perform physical examinations/tests for certain positions. For example:
    - i. Audiogram
    - ii. Respirator fit testing
    - iii. Vision/distance testing
    - iv. Tuberculin (TB) Skin Testing
- 4. Vaccinations as indicated for certain jobs. For example:
  - i. Hepatitis B vaccine with testing done as outlined in Center for Disease Control and Prevention (CDC) guidelines
  - ii. Adult Tetanus/Diphtheria with same day service
- 5. Return-to-Work (RTW) Physicals
  - a. Evaluation by a medical professional to determine if an employee is physically and/or mentally able to perform the essential functions of their position and in accordance with the physical requirements and working conditions, as defined in the job description as provided by the **PARISH**.
  - b. Upon request of the **PARISH**, perform return-to-work examinations for non-work-related injury or illness
  - c. Results communicated to PARISH within 24 business hours

- 6. Fitness for Duty Examinations
  - Provide thorough and complete medical records review and evaluation, including medical information from external providers and coordination of receiving those records
  - b. Receive and evaluate results for fitness for duty examinations provided by other vendors and provide findings and recommendations to **PARISH**
- 7. Drug and Breath Alcohol Testing
  - a. Pre-employment, Post-accident, Reasonable Suspicion, and Random Drug Testing
    - i. 10-panel drug screen with results within 24 business hours
    - ii. Breath Alcohol Test with immediate results
- 8. Medical Leave Verification/Clarification
  - a. Upon request, provide verification and/or clarification of employees' need for medical leave
- 9. Post-exposure testing and examinations to comply with any applicable federal, state, or local provisions
- 10. Legislative updates as they relate to the services covered under an **Agreement** resulting from this RFP
- 11. Medical Subject Matter Expert (SME)
  - a. Acting in the PARISH's stead as a medical SME, which may involve discussing an employee's medical condition or medications with their medical provider and reporting back to the PARISH in regard to any safety concerns, treatment options and compliance for recommended treatment
- 12. Consultation on Occupational Medical Issues

#### Other Requirements

#### Company shall:

- 1. Have adequate numbers of appropriately qualified staff to provide the required services including but not limited to a physician licensed to practice medicine in the State of Louisiana, licensed Medical Review Officer.
- 2. Ensure that technicians performing specimen collections and breath alcohol testing on **PARISH** employees are DOT-certified.
- 3. Have available, technicians trained in performing blood alcohol collections in the event that breath alcohol testing cannot be performed.

- 4. Ensure ability to provide appropriate personnel in cases where specimen collection for drug screen must be witnessed by member of same gender as donor.
- Utilize laboratories that are, at a minimum, DOT-certified, for PARISH drug screenings;
   Clinical Laboratory Improvement Amendments (CLIA)-certified laboratories for other laboratory testing.
- 6. Communicate with **PARISH** in accordance with timelines identified in the Scope of Work section of this RFP.
- 7. Promptly notify **PARISH** if an employee or job candidate fails to report for a scheduled appointment/referral or refuses to complete any portion of an exam or testing.
- 8. Provide accurate records and statistical reports as required by state and federal laws and regulations, and the **PARISH**.
- 9. Comply with the Health Insurance Portability and Accountability Act (HIPPA) or other applicable privacy laws in the confidentiality of health care information generated.
- 10. Maintain facilities that are clean, neat, and sanitary and that comply with health rules and regulations.
- 11. Operate Monday through Friday 8:00 AM 5:00 PM preferably; have availability of after-hour drug and breath alcohol testing, occupational injury/illness examination and treatment, and post-exposure testing. If cost differentials or premiums apply for after-hour services, please specify in Exhibit B "Pricing Schedule".
- 12. Indicate whether it has the capability to provide on-site specimen collections for drug screens in accordance with DOT guidelines. If cost differentials for onsite verses offsite services apply, please specify in Exhibit B "Pricing Schedule".
- 13. Maintain any drug screen sample that proves to be positive upon confirmation for a period of at least one year.
- 14. Agree to provide staff for **PARISH**'s annual health and wellness fair. Additionally, Company should attend or provide speakers for **PARISH**'s periodic wellness seminars and activities.
- 15. Comply and perform all work in accordance with applicable federal, state, and local regulations.
- 16. Furnish all tools, materials, equipment, apparatus, labor, workmanship, transportation, and services necessary to perform and complete the work as per the "Scope of Work."

17. Outline any other service(s) available that the **PARISH** has not covered herein, and outline costs associated with those services in the "Pricing Schedule" section of the proposal, including but not limited to, any services pertaining to coronavirus (COVID-19) testing, vaccinations, or workplace guidance.

**Quantity:** There is no guaranteed amount of services intended either expressly or implied, to be purchased or contracted for by the **PARISH**. However, the Company awarded the contract shall furnish all required services to the **PARISH** at the stated price, when and if required.

Regulatory Requirements: The proposed CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including IICRC Flood Certified, pertaining to the performance of the work specified herein. Ignorance on the part of the proposed CONTRACTOR shall not, in any way, relieve the CONTRACTOR from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

NOTE: Pre-employment drug screens and/or post-accident illness/injury and post-exposure testing services may occasionally include other agents of the **PARISH**, including but not limited to, seasonal employees, volunteer firefighters, and **PARISH** advisory board members.

# Exhibit B PRICE SCHEDULE

# SERVICE

Pre-Employment Physical (Non -DOT):	
- Physical Examination with Health History Review	\$ <u>60.00</u>
Pre-Employment Physical (DOT): - DOT Physical	\$75.00
Pre -Employment Physical (for prospective firefighters)	\$60.00
Pre-Employment Work Fitness Screening	\$60.00
Re-Certification Physicals (DOT)	\$75.00
Substance Abuse: Non-DOT Pre-employment/ Post-	
Accident/ Reasonable Suspicion/Random Drug Screening	\$55.00
<ul> <li>Urine Drug Screening consisting of:</li> <li>Urine Collection</li> <li>10 Panel Drug Screen</li> <li>Medical Review &amp; Reporting</li> </ul>	
Substance Abuse: DOT Pre-employment/ Post-	
Accident/ Reasonable Suspicion/Random Drug Screening - DOT Urine DrugScreening consisting of:  • Urine Collection  • 10 Panel DrugScreen  • Medical Review and Reporting	\$55.00
Substance Abuse: Breath Alcohol Screen with confirmation	\$35.00
Fit for Duty Physical: - Physician Exam with Return-to-Work Short Narrative Note	\$75.00*
On-Call After-Hours Substance Abuse Services: Post- Accident/	\$150.00

# Reasonable Suspicion Drug Screening

On-Call After-Hours Substance Abuse Services: Breath Alcohol

Testing with confirmation

# **Worker's Compensation**

- In-Clinic Treatment of Work - Related Injuries/Illness

# **Initial Visit and Report:**

99202 limited Visit	\$ 208.00
99203 Intermediate Visit	\$ 291.00
99204 Extensive Visit	\$ 411.00

# **Return Visit and Report:**

99212 limited Visit	\$ 141.00
99213 Intermediate Visit	\$ 211.00
99214 Extensive Visit	\$ 289.00

# **Contracted Services Rates per CPT CODE:**

73610 Ankle X-ray 3 or more views	\$67.00
73600 Ankle X-ray 2 views	\$ 58.00
73080 Elbow X-ray Complete	\$70.00
95904 Nerve Conduction	\$**See Note
95903 Nerve Conduction	\$**See Note
95900 Nerve Conduction	\$**See Note
96860 EMGI Extremity	\$ N/A
73721 MRI Lower Extremity	\$ N/A
73221MRI Lower Extremity	\$ N/A
73630 Foot X-ray Complete	\$ 65.00
76564 Knee X-ray 4 or more views	\$***See Note
73560 Knee X-ray 2 views	\$63.00
73140 Finger X-ray Complete	\$65.00
73130 Hand X-ray Complete	\$66.00
72040 Cervical X-ray 2 Views	\$80.00
72110 Lumber X-ray 4 Views	\$114.00
73110 Wrist X-ray Complete	\$ 75.00
72070 Thoracic X-ray 2 Views	\$70.00
73000 Clavicle X-ray Complete	\$ 59.00
73030 Shoulder X-ray Complete	\$64.00
73090 Forearm X-ray Complete	\$ 58.00
97001PTEvaluat ion (1" Visit)	\$ N/A
97003 OT Evaluation (1" Visit)	\$ N/A
97545 Work Conditioning/Initia I 2 hour	\$ N/A
97546 Work Conditioning/per additional hour	\$ N/A
PT/OT Subsequent Visits	\$ N/A

\$110.00

Specify services and associated cost not mentioned in the Scope of Work:

90632 Hep A \$80.00 90746 Hep B \$110.00 90715 TDAP \$60.00

#### Comments:

\*Fit for duty physical is for a Return-to-Work basic exam. The price for extended and complex are as follows:

Return-to-Work Extended \$90.00

Return-to-Work Complex \$120.00

- \*\*Nerve Condition 95905 \$138.00
- \*\*\*Knee X-Ray (4 or more views 73564) \$60.00

#### **PAYMENTS:**

The **CONTRACTOR** shall submit all invoices to the Director on the first of the month for the completed contracted work from the previous month. The Director shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the Director's approval.

# EXHIBIT C Insurance Requirements

**CONTRACTOR** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **CONTRACTOR** may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) <u>Statutory Workman's Compensation</u> covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this **Agreement**.

## The limits for "A" above shall be not less than:

- 1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
- 2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
- 3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 4. No excluded classes of personnel or employees shall be allowed on Council's premises.
- B) Commercial General Liability, including:
  - 1. Contractual liability assumed by this Agreement.
  - Owner's and CONTRACTOR's Protective Liability (if CONTRACTOR is a General CONTRACTOR).
  - 3. Personal and advertising liability.
  - 4. Completed operations.
  - Medical Payments.

### The limits for "B" above shall not be less than:

- 1. \$1,000,000 each occurrence limit.
- 2. \$2,000,000 general aggregate limits other than products completed operations.
- 3. \$1,000,000 personal and advertising injury limit.
- 4. \$1,000,000 products/completed operations aggregate limit.
- 5. \$50,000 fire damage limit.
- 6. \$5,000 medical expense limit (desirable but not mandatory).
- 7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
- 8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.
- C) <u>Comprehensive Automobile Liability</u> covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.

# The limits for "C" above shall not be less than:

- 1. \$1,000,000 CSL
- 2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.
- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

#### LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.

#### AFFIDAVIT

STATE OF LOUISIANA PARISH OF ORLEANS

BEFORE ME, the undersigned NOTARY PUBLIC, personally came and appeared:

#### MICHAEL HULEFELD

Who, upon being duly sworn, did state the following:

- 1. He is the Executive Vice President and Chief Operating Officer of Ochsner Clinic Foundation d/b/a Ochsner Health ("Ochsner"); and
- He, as part of his employment by Ochsner, is familiar with Ochsner's corporate and administrative structure; and
- 3. Stephen Robinson Jr., Chief Executive Officer for Ochsner Medical Center Kenner, has all corporate authority necessary to negotiate on behalf of Ochsner and to legally bind Ochsner, including its subsidiaries, to certain contracts and other legal agreements; and
- 4. That the foregoing is true and correct to the best of his personal knowledge and belief.

Michael Hulefeld

SWORN TO AND SUBSCRIBED BEFORE ME THIS  $11^{\frac{1}{10}}$  DAY OF SEPTEMBER, 2020.

Christopher J. Sellers Jr., Notary Public Louisiana Bar Roll No. 36014 My Commission Is Issued for Life



# ST. JOHN THE BAPTIST PARISH COUNCIL STATE OF LOUISIANA

## RESOLUTION R21-55

Councilwoman Houston proposed and Councilman Madere seconded the following resolution:

## THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO AWARD THE OCCUPATIONAL HEALTH SERVICES TO OCHSNER MEDICAL CENTER-KENNER, LLC

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Ochsner Medical Center-Kenner, LLC of LaPlace, LA ranked first out of three (3) proposals reviewed and scored by the Source Selection Committee; and

WHEREAS, Ochsner Medical Center-Kenner, LLC will provide employee health/occupational medicine services; and

WHEREAS, the cost of services for employees are paid through the employees' respective department.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that St. John the Baptist Parish is hereby authorized to award Occupational Health Services to Ochsner Medical Center-Kenner, LLC.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Madere, Becnel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder, Wright

NAYS: None ABSTAIN: None ABSENT: None

And, the resolution was declared adopted on this, the 13th day of April 2021.

Council Chairman

Secretary

Approved: X

100/

CERTIFICATE

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 13th day of April 2021.

Signed at Laplace, Louisiana this 13

day of

\_ 2021.

ackie Landeche

ecretary

